



Comptroller General  
of the United States

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Washington, D.C. 20548

## Decision

**Matter of:** M/A-COM  
**File:** B-256420  
**Date:** March 16, 1994

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### DECISION

M/A-COM protests request for proposals (RFP) No. DLA900-93-R-A037, issued by the Defense Electronics Supply Center for antennae to be installed in F-18 aircraft. M/A-COM also asserts that it should have been awarded the contract because it is the only qualified source for these aircraft parts. We dismiss the protest.

The RFP listed only two part numbers, Adams-Russell<sup>1</sup> part No. 3682-8000 and McDonnell Douglas<sup>2</sup> part No. 74-870118, as approved items of supply. The RFP also contained a "Products Offered" clause that allowed offers of alternate products, provided such offers included copies of all drawings, specifications or other data necessary to clearly describe the characteristics and features of the alternate product offered and stated that alternate products would be required to undergo compatibility testing. The RFP required that initial proposals be submitted by April 19, 1993.

After notification that the contract had been awarded to Circle Prime, M/A-COM filed a protest with the contracting agency alleging that Circle Prime was not a qualified supplier of the part and that the RFP should have included more stringent qualification or first article testing provisions rather than merely requiring compatibility testing. The contracting officer denied M/A-COM's protest, and, by letter of February 9, 1994, M/A-COM filed this protest in our Office.<sup>3</sup>

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<sup>1</sup>Adam-Russell was purchased by M/A-COM.

<sup>2</sup>McDonnell Douglas is the original equipment manufacturer.

<sup>3</sup>The protest letter was received in our Office on February 10, 1994.

Under our Bid Protest Regulations, to be timely, protests based upon alleged improprieties apparent on the face of a solicitation must be filed either with the contracting agency or this Office prior to the time set for receipt of initial proposals, 4 C.F.R. § 21.2(a)(1) (1993). Our Regulations also provide that a matter initially protested to the contracting agency will be considered only if the initial protest to the contracting agency was filed within the time limits for filing a protest with our Office, 4 C.F.R. § 21.2(a)(3); Tandy Constr., Inc., B-238619, Feb. 22, 1990, 90-1 CPD ¶ 206.

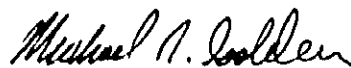
M/A-COM is protesting that the RFP's provisions allowing alternate products and requiring only compatibility testing are not sufficient to ensure that alternate products are of sufficient quality to meet the government's needs. These alleged solicitation improprieties were apparent from a reading of the RFP. Therefore, M/A-COM was required to protest to either our Office or to DLA before the date set for receipt of initial proposals (April 19, 1993). Instead, M/A-COM waited until after the contract was awarded to Circle Prime to protest to DLA. Thus, as M/A-COM's agency-level protest was filed more than 9 months after the date set for receipt of initial proposals, the agency-level protest was untimely filed. 4 C.F.R. § 21.2(a)(1). Since M/A-COM's protest to DLA was not timely, the subsequent protest to our Office will not be considered. 4 C.F.R. § 21.2(a)(3).<sup>4</sup>

Furthermore, M/A-COM is arguing that the RFP's alternate products and testing provision should be more stringent. Our Office will not consider contentions that specifications should be made more restrictive, particularly where, as here, they are based on the argument that the less restrictive requirements are contrary to what in the protester's view is best for the agency. Lab Prods., Inc., B-252452, Mar. 19, 1993, 93-1 CPD ¶ 250. Our role in reviewing bid protests is to ensure that statutory requirements for full and open competition are met, and therefore, we will not consider a protester's assertion that the needs of an agency can only be satisfied under more restrictive specifications than the agency believes necessary. Id.

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<sup>4</sup>MA/COM suggests that its protest to the contracting agency was timely, because it verbally expressed its dissatisfaction with the testing provisions on numerous occasions. However, oral complaints to the agency do not constitute a protest under the Federal Acquisition Regulation (FAR) which requires that protests be in writing. FAR § 33.101; Mantech Technical Servs. Corp--Recon., B-244240.5, Dec. 6, 1991, 91-2 CPD ¶ 517.

M/A-COM also argues that it should be awarded the contract because it is the only qualified source for these aircraft parts. Our Office will not review a protest that an agency should award a contract on a sole-source basis, since, as stated above, the purpose of our bid protest function is to ensure full and open competition for government contracts. See Lab Prods., Inc., supra, and cases cited.



Michael R. Golden  
Assistant General Counsel